



RESIDENTIAL LEASE AGREEMENT



for

1234 Sample Las Vegas NV 89108
(Property Address)

1 **1. This AGREEMENT** is entered into this _____ day of _____, 20__ between
2 OWNER'S Name: _____, OWNER'S Name: _____
3 (collectively hereinafter, "OWNER" and/or "LANDLORD") legal owner(s) of the property and
4 TENANT's Name: _____ TENANT's Name: _____
5 TENANT's Name: _____ TENANT's Name: _____
6 (collectively, "TENANT"), which parties hereby agree to as follows:
7

8 **2. PREMISES:** LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to the
9 terms and conditions of the lease, the Premises known and designated as 1234 Sample
10 Las Vegas NV 89108 ("the Premises"). Premises Mail Box # _____,
11 Parking Space # _____, Storage Unit # _____, Other _____.
12

13 **3. TERM:** The term hereof shall commence on _____ and continue until _____, with
14 a total rent of \$ _____, then on a month-to-month basis thereafter, until either party shall terminate the
15 same by giving the other party thirty (30) days written notice delivered by US mail or electronic mail. (All calculation
16 based on 30 day month), as governed by paragraph 23 herein.
17

18 **4. RENT:** TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of
19 _____ per month on the first day of each calendar month as Periodic Rent,
20 at New West Property Management 5405 W Flamingo Rd LV NV 89103, www.propertymgt.com
21 or at such other place as LANDLORD may designate in writing.
22

23 **5. SUMMARY:** The initial rents, charges and deposits are as follows:

	Total	Received	Balance Due
Rent: From _____, To _____	\$ _____	\$ _____	\$ _____
Security Deposit	\$ _____	\$ _____	\$ _____
Key Deposit	\$ _____	\$ _____	\$ _____
Key Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Admin/Credit App Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ _____	\$ _____	\$ _____
Pet Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ _____	\$ _____	\$ _____
Cleaning Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Additional Security	\$ _____	\$ _____	\$ _____
Utility Proration	\$ _____	\$ _____	\$ _____
Sewer/Trash Proration	\$ _____	\$ _____	\$ _____
Pre-Paid Rent	\$ _____	\$ _____	\$ _____
Pro-Rated Rent for _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

Property 1234 Sample Las Vegas NV 89108
Owner's Name _____ Owner's Name _____
Tenant _____ Initials _____ Tenant _____ Initials _____
Tenant _____ Initials _____ Tenant _____ Initials _____

1
2 **6. ADDITIONAL MONIES DUE:**

3 ~~Tenant agrees to pay as part of periodic rent, in addition to the monthly rent, without~~
4 ~~demand \$17/trash and \$25/sewer. TOTAL PERIODIC RENT DUE MONTHLY: \$~~
5 ~~In the case of a home warranty tenant is responsible to pay the trade call fee at the time~~
6 ~~of service.~~

7 **7. ADDITIONAL FEES:**

8
9 **A. LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of
10 \$ N/A OR 5 % of the Periodic Rent. Late fees begin on the COB OF 3RD day.

11
12 **B. DISHONORED CHECKS:** A charge of \$ 50.00 shall be imposed for each dishonored check made by
13 TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a
14 returned check with certified funds. After TENANT has tendered a check, which is dishonored, TENANT hereby
15 agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments
16 tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed
17 to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal
18 sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is
19 tendered for the purpose of committing a fraud upon a creditor.

20
21 **C. ADDITIONAL RENT:** All dishonored check charges shall be due when incurred and shall become additional
22 rent. **Payments will be applied to charges, which become rent in the order accumulated.** All unpaid charges or
23 any fees owed by TENANT, including but not limited to notice fees, attempt to evict fees, attorney's fees, repair bills,
24 utility bills, landscape/pool repair and maintenance bills, and CIC fines will become additional rent at the beginning
25 of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the initiation
26 of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver
27 of any default of TENANT, or as an extension of the date on which rent is due. LANDLORD reserves the right to
28 exercise any other rights and remedies under this Agreement or as provided by law.

29
30 **8. SECURITY DEPOSITS:** Upon execution of this Agreement,
31 TENANT's Name: _____ TENANT's Name: _____
32 TENANT's Name: _____ TENANT's Name: _____
33 shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 5. **TENANT shall not apply the**
34 **Security Deposit to, or in lieu of, rent.** At any time during the term of this Agreement and upon termination of the
35 tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due
36 LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph 3, or failure of
37 TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the lease
38 term, which may be offset by the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT
39 with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of surrender of
40 premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to
41 prevent a delay in receiving the accounting and any refund. At the termination of this agreement, the TENANT
42 identified in this paragraph will be refunded the remaining security deposit (if any). In the event of damage to the
43 Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may use funds from the deposit
44 to repair, but is not limited to this fund and TENANT remains liable for any remaining costs. (In addition to the above,
45 to be refundable, property must be professionally cleaned to include carpets and all hard surface flooring including
46 tile and grout.) Upon request by LANDLORD, TENANT must furnish receipts for professional cleaning services.
47

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Tenant _____ Initials _____ Tenant _____ Initials _____

1 **9. CONDITION OF PREMISES:** TENANT agrees that TENANT has examined the Premises, including the grounds
2 and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe,
3 clean, and rentable condition.
4

5 **10. TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset administration
6 and bookkeeping fees.
7

8 **11. EVICTION COSTS:** TENANT shall be charged an administrative fee of \$ 325.00 per eviction attempt to offset
9 the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related
10 fees according to actual costs incurred.
11

12 **12. CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:

13 _____ Door key(s) _____ Garage Transmitter/Fob(s) _____ Pool Key(s)
14 _____ Mailbox key(s) _____ Gate Card/Fob(s) _____ Other(s) _____
15 _____ Laundry Room key(s) _____ Gate Transmitter/Fob(s) _____ Other(s) _____

16 TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.
17 The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or
18 LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.
19

20 **13. CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part
21 thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT
22 exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall
23 be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade
24 of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all
25 the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and
26 homeowners associations, if any, with respect to the Premises. TENANT understands and acknowledges that
27 they are not permitted to access the attic crawl space, roof or under the home or any other area of the property
28 that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance
29 or disturb others.
30

31 **14. OCCUPANTS:** Occupants of the Premises shall be limited to _____ persons and shall be used solely for housing
32 accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:
33 _____
34 _____
35

36 **15. GUESTS:** The TENANT agrees to pay the sum of \$ 15.00 per day for each guest remaining on the Premises
37 more than 10 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more
38 than 30 days.
39

40 **16. UTILITIES:** TENANT shall immediately connect all utilities and services of premises upon commencement of lease.
41 TENANT is to pay when due all utilities and other charges in connection with TENANT's individual rented premises.
42 Responsibility is described as (T) for TENANT and (O) for Owner:

43 Electricity T Trash T Trash Can Rental: T Phone _____ T
44 Gas T Sewer T Cable T Other _____
45 Water T Septic N/A Association Fees O Other _____
46

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Tenant _____ Initials _____ Tenant _____ Initials _____

1
2 a. TENANT is responsible to connect the following utilities in TENANT'S name: _____
3 POWER, WATER, GAS, PHONE, CABLE

4
5 b. LANDLORD will maintain the connection of the following utilities in LANDLORD'S name and bill
6 TENANT for connection fees and use accordingly for the entire term of the lease: SEWER, TRASH
7 _____
8 _____

9 c. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without
10 the LANDLORD'S written consent. In the event of LANDLORD'S consent, TENANT shall be responsible
11 for all costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite
12 dishes and restore the subject property to its original condition at the termination of this Agreement.
13

14 d. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm services
15 company and shall pay all costs associated therewith.
16

17 e. TENANT shall not default on any obligation to a utility provider for utility services at the Property.
18 Owner does not pay for any utilities, excluding any such UTILITIES THAT ARE INCLUDED IN HOME
19 OWNER'S ASSOCIATION DUES. TENANT must show all utilities giving service to said property have a
20 zero balance upon move out.
21

22 f. Other: _____
23 _____
24

25 **17. PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in
26 Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark
27 scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons.
28 The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has
29 pests, LANDLORD, at TENANT'S written request, will arrange for and pay for the initial pest control spraying.
30 TENANT agrees to pay for the monthly pest control spraying fees. For more information on pests and pest control
31 providers, TENANT should contact the State of Nevada Division of Agriculture.
32

33 **18. PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the
34 event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written
35 permission be granted for occupancy of the designated pet, an additional security deposit or fee in the amount of
36 \$ 300.00 will be required and paid by TENANT in advance subject to deposit terms and conditions
37 aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide
38 to LANDLORD written evidence that TENANT has obtained such insurance as may be available against property
39 damage to the Premises and liability to third party injury. Said policy shall name LANDLORD and LANDLORD'S
40 AGENT as additional insureds. A copy of said policy shall be provided to LANDLORD or LANDLORD'S
41 BROKER/DESIGNATED PROPERTY MANAGER prior to any pets being allowed within the Premises. If
42 TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under paragraph
43 21. TENANT further agrees to pay an immediate fine of \$ 500.00. LANDLORD reserves the right to accept or
44 deny this pet, but ONLY AFTER THE AFOREMENTIONED FEE IS PAID. Once Tenant pays the fine, TENANT
45 may complete an Application for Pet Approval, which will be treated as if no breach had occurred. TENANT agrees
46 to indemnify LANDLORD for any and all liability, loss and damages, which LANDLORD may suffer as a result of
47 any animal in the Premises, whether or not written permission was granted.

Property <u>1234 Sample</u>		Las Vegas	NV	89108
Owner's Name _____		Owner's Name _____		
Tenant _____	Initials _____	Tenant _____	Initials _____	
Tenant _____	Initials _____	Tenant _____	Initials _____	

1 **19. RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats,
2 campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:
3 **NO EXCEPTIONS**

4 _____
5 **TENANT shall not conduct nor permit any work on vehicles on the premises without the express written**
6 **consent of the Owner.**
7

8 **20. ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent.
9 Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the
10 Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture
11 permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD,
12 TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or
13 improvements if requested by LANDLORD or LANDLORD's BROKER/DESIGNATED PROPERTY MANAGER.
14

15 **21. DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any
16 Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or
17 TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default,
18 LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall
19 issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related
20 to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies
21 available.
22

- 23 a. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.** It is understood and agreed that TENANT shall not
24 attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply
25 any such security deposit at any time in lieu of payment of rent. If TENANT fails to comply, such security deposit
26 shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or
27 deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT
28 leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit
29 shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the
30 TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by
31 TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from
32 LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy
33 available by law, equity or otherwise.
- 34 b. **TENANT PERSONAL INFORMATION UPON DEFAULT.** TENANT understands and acknowledges that if
35 TENANT defaults on lease, LANDLORD or Owner may engage the services of an Attorney or a Collection
36 Agency. TENANT understands and acknowledges that LANDLORD/Owner may give an Attorney or a Collection
37 Agency, TENANT's personal information, including but not limited to, TENANT's social security number or any
38 other information to aid in collection efforts and holds LANDLORD, Broker, and Owner harmless from any
39 liability in relation to the release of any personal information to these entities.
40

41 **22. ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver
42 of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to
43 waive any right of LANDLORD or affect any notice of termination or eviction.
44

- 45 a. **ABANDONMENT.** LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the
46 Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic
47 rental payments, unless the rent is current or the TENANT has in writing notified the landlord of an intended

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Tenant _____	Initials _____	Tenant _____	Initials _____	

1 absence.

2
3 b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the
4 following rights: LANDLORD may, at LANDLORD's option, enter the Premises by any means without liability
5 to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and
6 may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may
7 hold TENANT liable for any difference between the rent that would have been payable under this Lease during
8 the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized
9 by LANDLORD by means of such reletting.

10 LANDLORD also may dispose of any of TENANTs abandoned personal property, pursuant to Nevada law as
11 LANDLORD deems appropriate, without liability to TENANT.
12

13 **23. NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the
14 Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last
15 month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days
16 prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT
17 shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not
18 authorized by LANDLORD, rent shall increase by 10 %.

19
20 **24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall
21 remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the
22 LANDLORD in good, clean and sanitary condition, normal wear excepted.
23

24 **25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential
25 services emergencies on behalf of the LANDLORD is as follows:
26 NEW WEST PROPERTY MANAGEMENT 702-362-8099 WWW.PROPERTYMGT.COM
27 WEEKEND EMERGENCY 702-285-6307 (WEEKEND ONLY)
28

29 **26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately
30 report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any
31 water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held
32 responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be
33 responsible for any **MINOR** repairs necessary to the Premises up to and including the cost of \$ 100.00 . TENANT
34 agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that
35 of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused
36 by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances,
37 carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid immediately or be regarded
38 as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT
39 acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.
40

41 a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at
42 TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for
43 major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT
44 neglect will be the responsibility of TENANT.
45

46 b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.
47

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Tenant _____ Initials _____ Tenant _____ Initials _____

c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems that are not caused by TENANT.

d. There is ~~OR~~ x is not a landscape contractor whose name and phone number are as follows:

LAWN SERVICE IS NOT INCLUDED

In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system in good condition.

In the event the landscaping is not being maintained by a contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

e. There is ~~OR~~ x is not a pool contractor whose name and phone number are as follows:

NOT A POOL ON PREMISE

In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

In the event the pool is not being maintained by a Contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

f. Smoking will or x will not be permitted in or about the Premises. TENANT will be charged any costs incurred for the abatement of any damages by unauthorized smoking in the Premises.

27. SMOKE DETECTOR AGREEMENT LANDLORD and TENANT agree that the premises are equipped with smoke detection devise(s). TENANT shall agree as follows:

- a. It is agreed that TENANT will test the smoke detector(s) within twenty four (24) hours after occupancy and inform LANDLORD or his/her Agent immediately if detector(s) is not working properly.
- b. It is agreed that TENANT will be responsible for testing smoke detector(s) weekly by pushing the "push to test" button on the detector for about five (5) seconds. To be operating properly, the alarm will sound when the button is pushed.
- c. TENANT understands that said smoke detector(s) is a battery operated unit and it shall be TENANT'S responsibility to insure that the battery is in operating condition at all times. If after replacing battery, any smoke detector(s) will not operate or has no sound, TENANT must inform LANDLORD or his/her Agent immediately in writing.
- d. LANDLORD and his/her Agent recommend that TENANT provide and maintain a fire extinguisher on the premises.

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Tenant _____	Initials _____	Tenant _____	Initials _____	

- e. The undersigned have read the above agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of said agreement.
- f. TENANT shall not under any circumstances remove, disable or tamper with any smoke detection device(s).

28. ACCESS: TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers, insurance agents, periodic maintenance reviews and business therein as requested by LANDLORD. If TENANT fails to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

a. **DISPLAY OF SIGNS.** During the last thirty (30) days of this Lease, LANDLORD or LANDLORD's agent may display For Sale or For Rent or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants. TENANT also authorizes Broker to use an electronic keybox to show the Premises during the last 30 days of lease. TENANT further agrees to execute any and all documentation necessary to facilitate the use of a lockbox.

29. ASSOCIATIONS: Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by TENANT, TENANT's family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as additional rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any). Init. [] Init. [] Init. [] Init. []

30. INVENTORY: It is agreed that the following inventory is now on said premises. (Check if present; cross out if absent.)

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Spa Equipment |
| <input checked="" type="checkbox"/> Stove | <input type="checkbox"/> Alarm System | <input type="checkbox"/> Auto Sprinklers |
| <input checked="" type="checkbox"/> Microwave | <input type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> Auto Garage Openers |
| <input checked="" type="checkbox"/> Disposal | <input checked="" type="checkbox"/> Ceiling Fans | <input type="checkbox"/> BBQ |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Water Conditioner Equip. | <input type="checkbox"/> Solar Screens |
| <input checked="" type="checkbox"/> Washer | <input checked="" type="checkbox"/> Dryer | <input type="checkbox"/> Pool Equipment |
| <input checked="" type="checkbox"/> Garage Opener | <input type="checkbox"/> Gate Remotes | <input checked="" type="checkbox"/> Carpet |
| <input checked="" type="checkbox"/> Trash Can(s) (circle one) owner provided / trash service provided | | |
| <input checked="" type="checkbox"/> Floor Coverings (specify type) _____ | | |
| <input checked="" type="checkbox"/> Window Coverings (specify type) _____ | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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 Tenant _____ Initials _____ Tenant _____ Initials _____

TENANT acknowledges that any appliances that are on the premises are for TENANTS use and convenience; however, in the event of a breakdown of said appliance(s) TENANT acknowledges that property manager, LANDLORD and or the owners are not responsible for any damages caused to TENANTS personal property, to include spoilage of food, beverage or clothing etc. as a result of said appliance break down.

31. INSURANCE: TENANT x is ~~–OR–~~ _____ is not required to purchase renter’s insurance. LANDLORD BROKERAGE, and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD’s insurance does not cover TENANT’s personal property. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANTs negligence or willful act, or that of TENANT’s family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

TENANT hereby acknowledges that the OWNER of the subject property does x or does not have homeowner’s insurance. TENANT agrees to cooperate with homeowner and homeowner’s insurance company in all relevant matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact OWNER’s insurance coverage under said policy.

32. DRUG-FREE HOUSING AND GENERAL PROHIBITION OF ILLEGAL ACTIVITIES: TENANT and any member of TENANT’S household or any guest shall not engage in any criminal or illegal activity, including but not limited to, illegal drug related activity, gang related activity, or acts of violence on or near the subject Premises.

“Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. §802). “Acts of violence” includes, but is not limited to, the unlawful discharge of firearms, on or near the Premises. Any and all firearms on the Premises must be stored properly pursuant to Nevada law.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of the addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence

33. ADDITIONAL RESPONSIBILITIES:

- a. TENANT may install or replace screens at TENANT’S own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.
- b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

Property <u> 1234 </u> <u> Sample </u>		<u> Las Vegas </u>	<u> NV </u>	<u> 89108 </u>
Owner’s Name _____		Owner’s Name _____		
Tenant _____	Initials _____	Tenant _____	Initials _____	
Tenant _____	Initials _____	Tenant _____	Initials _____	

1 c. The Premises _____ will –OR– _____ will not be freshly painted before occupancy. If not freshly painted, the
2 Premises _____ will –OR– _____ will not be touched up before occupancy. TENANT will be responsible for the
3 costs for any holes or excessive dirt or smudges that will require repainting.
4

5 d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY
6 MANAGER no less than _____ 5 _____ business days of vacating the Premises.
7

8 e. Locks may be replaced or re-keyed at the TENANT’S expense provided TENANT informs LANDLORD and
9 provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be
10 responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any
11 such replacement.
12

13 f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint
14 and/or lead-based paint hazards at the TENANT’S expense for a period of ten days after execution of this
15 agreement. Such assessment or inspection shall be conducted by a certified lead based paint professional. If
16 TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to
17 have elected to lease the Premises “as is” and to have waived this contingency. If TENANT conducts such an
18 assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will
19 notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then
20 have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of
21 termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was
22 constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)
23

24 g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a
25 window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days’ notice to
26 TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.
27

28 h. TENANT may display political signs subject to any applicable provisions of law governing the posting of
29 political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing
30 documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches
31 by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in
32 writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may
33 not exhibit more than one political sign for each candidate, political party or ballot question.
34

35 i. DANGEROUS MATERIALS. TENANT shall not keep or have on or around the Premises any article or thing
36 of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around
37 the Premises or that might be considered hazardous.
38

39 **34. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid
40 or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes
41 shall take effect after thirty days’ notice to TENANT. This Agreement constitutes the entire agreement between the
42 Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement.
43 There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the
44 subject matter of this Agreement.
45

46 **35. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum
47 and any other provisions of this Agreement, the provisions of the addendum shall govern.

Property <u>1234 Sample</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89108</u>
Owner’s Name _____		Owner’s Name _____		
Tenant _____	Initials _____	Tenant _____	Initials _____	
Tenant _____	Initials _____	Tenant _____	Initials _____	

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36. ATTORNEY'S FEES: In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

37. NEVADA LAW GOVERNS: This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

38. WAIVER: Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.

39. PARTIAL INVALIDITY: In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

40. VIOLATIONS OF PROVISIONS: A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.

41. SIGNATURES: The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this agreement had signed the same document and all counterparts and copies will be construed together and will constitute one and the same instrument.

42. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640, _____ is a licensed real estate agent in the State(s) of **NEVADA**, and has the following interest, direct or indirect, in this transaction: Principal (LANDLORD or TENANT) ~~-OR-~~ family relationship or business interest: **NONE** _____.

43. CONFIRMATION OF REPRESENTATION: The Agents in this transaction are:

TENANT's Referral Company: _____
Agent Name: _____ Public ID# _____ License # _____
Address: _____
Phone: _____ Fax: _____ Email: _____

LANDLORD's Brokerage: **New West Property Management** Broker's Name: **Melissa Fore**
DESIGNATED PROPERTY MANAGER **New West Property Management**
Agent's Name: _____ Agent's License # _____
Address: _____
Phone: _____ Fax: _____ Email: _____

44. NOTICES: Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

Property 1234 Sample		Las Vegas	NV	89108
Owner's Name _____		Owner's Name _____		
Tenant _____	Initials _____	Tenant _____	Initials _____	
Tenant _____	Initials _____	Tenant _____	Initials _____	

1 BROKERAGE: New West Property Management
 2 BROKER: Melissa Fore
 3 DESIGNATED PROPERTY MANAGER: New West Property Management
 4 Address: 5405 W Flamingo Rd Las Vegas NV 89103
 5 Phone: 702-362-8099 Fax: 702-362-2454 Email: customer.service@propertymgt.com
 6
 7 TENANT: _____
 8 Address: _____
 9 Phone: _____ Fax: _____ Email: _____

11 **45. MILITARY PROVISION:** IN THE EVENT the TENANT is, or hereafter becomes, a member of the United
 12 States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders
 13 to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the
 14 military, or is ordered into military housing, then in any of these events, the TENANT may terminate this lease upon
 15 giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a
 16 copy of the official orders or a letter signed by the TENANT's commanding officer, reflecting the change, which
 17 warrants termination under this clause. The TENANT will pay prorated rent for any days (he/she) occupy the premises
 18 past the first day of the month. The security deposit will be promptly returned to the TENANT, provided there are no
 19 damages to the premises, as described by law.

21 **46. FORECLOSURE: IN THE EVENT THAT OWNER DEFAULTS AND PREMISES IS SUBJECT TO**
 22 **FORECLOSURE ACTION:**

24 **NOTICE OF DEFAULT/FORECLOSURE.** Owner shall notify Broker/Designated Property Manager of any defaults on any
 25 loans, mortgages, assessments or trust deeds. The filing of a Notice of Default by a lender or other lien holder commences a
 26 foreclosure period which lasts, at a minimum, three months plus 21 days. Owner authorizes Broker/Designated Property Manager
 27 to notify TENANT(S) and make arrangements to terminate the Lease Agreement if Broker/Designated Property Manager receives
 28 any notice indicating that Owner is any one of the following situations: (1) default of any loan, mortgage, assessments or trust
 29 deed; (2) any stage of the foreclosure process including a deed-in-lieu of foreclosure; (3) default in making any payments
 30 associated with this property; or (4) acceptance of a short sale contract. In such event, Owner has authorized Broker/Designated
 31 Property Manager to negotiate termination of the Lease Agreement.

33 **TERMS OF LEASE AGREEMENT.** During any foreclosure period, the TENANT(S) shall **honor ALL CONDITIONS of the**
 34 **current Lease Agreement** including the timely payment of rent as stated in the Lease Agreement. Nevada law grants the Owner
 35 a redemption period, and the Owner remains as the legal owner of record until the actual time of the foreclosure sale.

37 **RETURN OF SECURITY DEPOSITS.** Once the TENANT(S) vacates the property, the Owner authorizes Broker/Designated
 38 Property Manager to release ALL security deposits (including non-refundable deposits) back to the TENANT(S) with no further
 39 obligations from the TENANT(S) or Broker/Designated Property Manager. The 30-day period required by Nevada law for the
 40 return of the security deposits still applies. The property must be returned in the same general condition as the TENANT(S)
 41 occupied the property. Upon TENANT(S) request, Broker/Designated Property Manager will attempt to find a new home to
 42 rent/lease/purchase for TENANT(S).

44 **47. ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other
 45 information:

- 46 A. HOA Rules and Regulations
- 47 B. DISCLOSURE OF LEAD BASED PAINT _____
- 48 C. Other: Addendum #1 - Early Termination

Property 1234 Sample Las Vegas NV 89108
 Owner's Name _____ Owner's Name _____
 Tenant _____ Initials _____ Tenant _____ Initials _____
 Tenant _____ Initials _____ Tenant _____ Initials _____

- 1 D. Other: Adendum #2 - Rent and Late Rent Policy
- 2 E. Other: Addendum #3 - Mold Disclosure & Prevention
- 3 F. Other: _____
- 4
- 5

6 **48. ADDITIONAL TERMS AND CONDITIONS:**

7 APN# _____

8 CASH IS NOT ACCEPTED.

9 No verbal promises has been made in the execution of this lease.

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Property <u>1234 Sample</u>	<u>Las Vegas</u>	<u>NV</u>	<u>89108</u>
Owner's Name _____	Owner's Name _____	Tenant _____	Initials _____
Tenant _____	Initials _____	Tenant _____	Initials _____
Tenant _____	Initials _____	Tenant _____	Initials _____

1 **Landlord agrees to rent the Premises on the above terms and conditions.**

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LANDLORD/OWNER _____ DATE _____
OR Landlord's Authorized NRS 645
Permitted Property Manager

LANDLORD/OWNER _____ DATE _____
OR Landlord's Authorized NRS 645
Permitted Property Manager

10 PRINT NAME _____

PRINT NAME _____

11

12 **Tenant agrees to rent the Premises on the above terms and conditions.**

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TENANT'S SIGNATURE _____ DATE _____

TENANT'S SIGNATURE _____ DATE _____

16 PRINT NAME _____

PRINT NAME _____

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TENANT'S SIGNATURE _____ DATE _____

TENANT'S SIGNATURE _____ DATE _____

21 PRINT NAME _____

PRINT NAME _____

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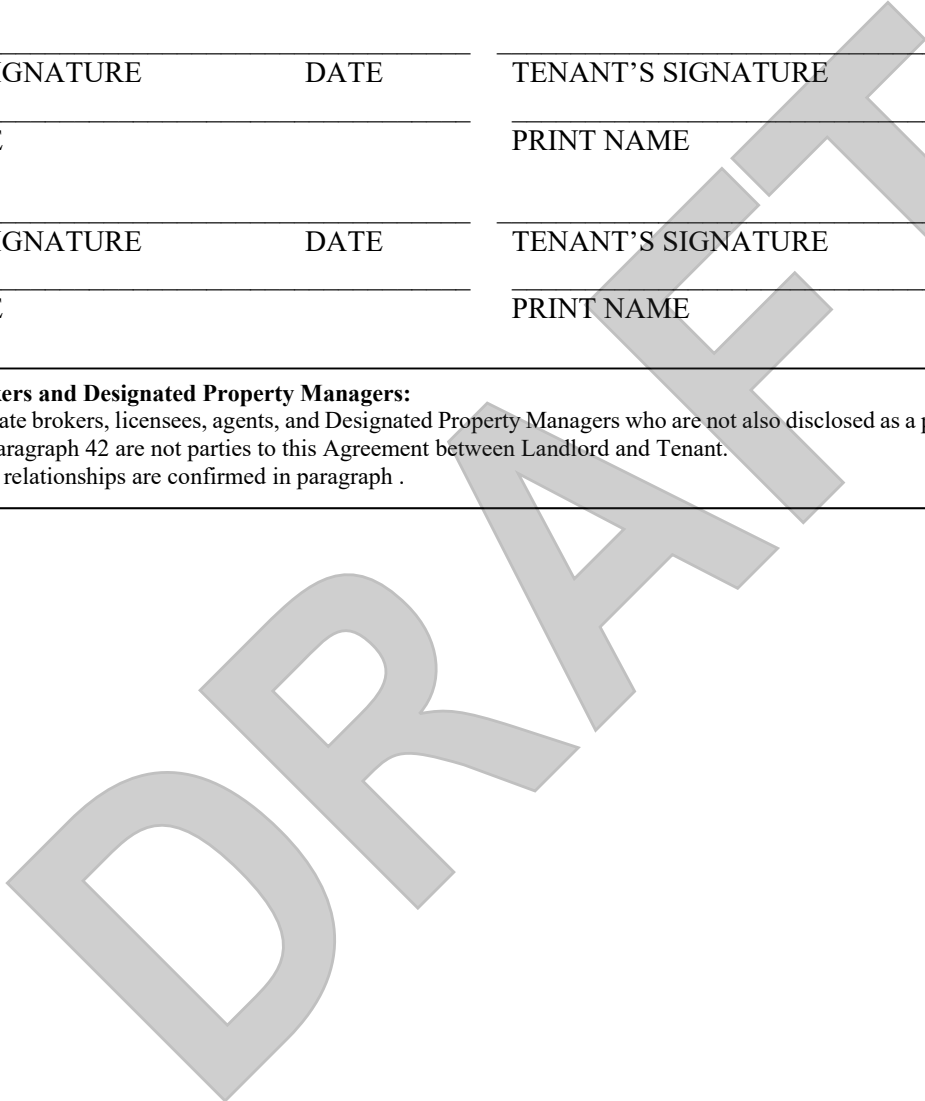
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Real Estate Brokers and Designated Property Managers:

- A. Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction under paragraph 42 are not parties to this Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph .



Property 1234 Sample
Owner's Name _____
Tenant _____ Initials _____
Tenant _____ Initials _____

Las Vegas NV 89108
Owner's Name _____
Tenant _____ Initials _____
Tenant _____ Initials _____